

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Darlene Richeson & Associates, LLC 73 Bryant Street, NW Washington, DC 20001		2. Registration No. 5786
3. Name of foreign principal Government of Bermuda	4. Principal address of foreign principal 101 Front Street, West Hamilton HM 12, Bermuda	
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. Cabinet b) Name and title of official with whom registrant deals. Marc T. Telemarque, Secretary To The Cabinet		
7. If the foreign principal is a foreign political party, state: a) Principal address. b) Name and title of official with whom registrant deals. c) Principal aim.		

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐


Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A	Name and Title	Signature
1-23-07	Darlene P. Richeson, President	

**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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1. Name of Registrant Darlene Richeson & Associates	2. Registration No. 5786
3. Name of Foreign Principal Government of Bermuda	

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Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will contact U.S. Government officials in order to develop effective government-to-government relations on behalf of the foreign principal.


8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant agreed to assist the foreign principal on a variety of issues pertinent to the public policy objectives of Bermuda. The registrant also agreed to schedule meetings with members of Congress, congressional staffers and U.S. Government officials, to establish and build relationships. The registrant agreed to attend those meetings, assist with development of informational materials, and provide advice regarding congressional actions and political developments. In addition, the registrant agreed to monitor legislation that impacts the public policy objectives of the foreign principal.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below?      Yes ☒      No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Through meetings with the U.S. Congress, Administration and staff, discuss issues regarding tax policies, foreign relations, border protection and investment and the relationship to the foreign principal.

Date of Exhibit B	Name and Title	Signature
1-23-01	Darlene Richeson, President Darlene Richeson & Associates	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**DARLENE RICHESON & ASSOCIATES, L.L.C.**

**AGREEMENT FOR GOVERNMENT RELATIONS AND CONSULTING SERVICES**

This Government Relations and Consulting Services Agreement (the "Agreement") is made this 16<sup>th</sup> day of January, 2007, by and between Darlene Richeson & Associates, LLC ("DR & A"), a limited liability company incorporated in the District of Columbia in the United States of America whose principal place of business is 73 Bryant Street, NW, Washington, DC, 20001, and 3211 Eleanors Garden Way, Woodbine, MD 21797 and the GOVERNMENT of BERMUDA of The Cabinet Building, 105 Front Street, Hamilton, HM12, Bermuda.

**RECITALS**

WHEREAS, DR & A is in the business of providing government relations and consulting to corporations, organizations, and government entities; and

WHEREAS, the GOVERNMENT of BERMUDA desires to retain and engage DR & A to provide said government relations and consulting services in a professional manner;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

**GENERAL PROVISIONS**

1. **Scope of Services.** DR & A will perform for the benefit of the GOVERNMENT of BERMUDA, government relations and other consulting as required under this contract including the Scope of Services attached.

2A During the continuance of this Agreement DR & A shall, unless prevented by unavoidable circumstances, diligently, expeditiously and faithfully use its best endeavours with all appropriate skill and ability in carrying out and performing the Scope of Services for the GOVERNMENT OF BERMUDA upon but not limited by the terms and conditions contained

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in this Agreement.

2B DR &A warrant that they have fully satisfied themselves as to the scope and nature of the Scope of Services and of the obligations under this Agreement to be performed by them.

2. **Period of Performance.** The period of performance for this Agreement shall, at a minimum, be for the 110<sup>th</sup> U.S. Congressional Congress, which spans two years. This contract shall commence January 16, 2007, until January 16, 2009, and continue thereon, month to month unless this Agreement is amended by written mutual agreement of both parties or terminated in accordance with the terms hereof.

3. **Compensation.**

a. **Payment.** The GOVERNMENT of BERMUDA will pay DR & A for the services to be performed under this Agreement the amount of Seven Thousand Five hundred dollars (\$7,500) made payable on the last day of every calendar month on a monthly invoice from DR & A received by the GOVERNMENT of BERMUDA. Compensation will be invoiced at the beginning of each month. Payments shall be sent to DR & A at 3211 Eleanors Garden Way, Woodbine, MD 21797, or through direct deposit to DR & A's business bank account.

b. **Coverage.** The fee paid by the GOVERNMENT of BERMUDA is inclusive, and includes all services as outlined in Paragraph 1.

4. **Expenses.**

a. THE GOVERNMENT of BERMUDA shall reimburse DR & A for any reasonable out of pocket expenses incurred by DR & A in performing the services hereunder. A record of DR & A's monthly expenses will be provided to the GOVERNMENT of BERMUDA each month. Expenses from the preceding month will be included with the next month's invoice. Reimbursement for all expenses shall be paid when the current monthly payment is due.

b. **Records.** DR & A shall maintain accurate records of all services rendered on behalf of the GOVERNMENT of BERMUDA and provide such records upon request or on a regular basis as agreed upon by the parties.

5. **Relationship of Parties.**

a. ***Independent Contractor.*** Both parties intend that this Agreement will create an independent contractor relationship. DR & A and its employees will not be considered agents or employees of the GOVERNMENT of BERMUDA for any purpose whatsoever. Neither DR & A nor its employees are entitled to any of the benefits that the GOVERNMENT OF BERMUDA provides for its employees.

b. ***Delegation of Work.*** The services provided herein shall be performed by Darlene Richeson, and no person except her or her associates or employees shall be engaged upon such services without prior written approval of the GOVERNMENT of BERMUDA.

6. **Compliance with Laws.** Both the GOVERNMENT of BERMUDA and DR & A agree to comply with all U.S. Federal, Bermudian, state and local laws, rules and regulations governing the activities of professional government relations representatives and consultants that are now or may in the future become applicable to DR & A and the GOVERNMENT of BERMUDA.

7. **Proprietary Rights.** DR & A agrees that any materials produced or developed (whether finished or unfinished) under this Agreement will be Works Made for Hire, to the extent the materials come within the terms of the Copyright Act (Title 17 U.S.C., Section 110) and, that the GOVERNMENT of BERMUDA will own all of the rights, title and interest in and to the copyright of said materials.

8. **Indemnification.** Each party shall remain responsible for its own acts and omissions and shall indemnify the other party and its officers, directors, employees, members and agents against all liability or loss sustained in connection with, and against all claims or actions based upon or arising out of, any negligent acts or omissions of the indemnifying party or its officers, directors, employees or agents, in the performance or non-performance of this Agreement, or based upon any violation of any statute or ordinance, and the defense of any such claims or actions.

9. **Insurance.** Both parties hereto represent that they and any duly appointed agents, subcontractors and consultants employed by them, are protected by professional liability insurance, general commercial liability insurance, and workers compensation insurance, and that the parties hereto have coverage

under other applicable liability insurance policies which the alternate party deems reasonable and adequate.

10. **Termination.** Either party may terminate this Agreement for breach of this Agreement. In the event of termination, the party effecting termination shall so notify the other party, and termination will become effective fifteen (15) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, DR & A shall promptly render to the GOVERNMENT of BERMUDA a final invoice and the GOVERNMENT of BERMUDA shall immediately reasonably remunerate DR & A for services rendered and costs incurred, in accordance with the terms expressed in Paragraphs 4 and 5.

11. **Severability.** The provisions of this Agreement are severable, and, in the event that any provisions are determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions.

12. **Entire Understanding.** This Agreement constitutes the entire understanding between the parties hereto and no modification or amendment thereof will bind either party unless it shall be in writing and signed by persons authorized to bind both parties to the Agreement.

13. **Governing Laws.** This Agreement shall be governed by the laws of the District of Columbia in the United States of America.

14. If any dispute or difference shall arise between the parties hereto touching any clause matter or thing whatsoever herein contained or the operation or construction thereof or any matter or thing in any way connected with this Agreement or the rights or duties or liabilities of either party under or in connection with this documentation then in every such case the hearing of the dispute or difference shall be held in Bermuda determined by a single arbitrator to be appointed in accordance with the Bermuda International Conciliation and Arbitration Act 1993, or any statutory modification or re-enactment thereof for the time being, and the decision of the arbitrator shall be final binding and conclusive on the parties hereto.

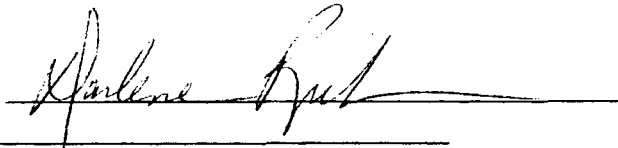
15 All data or other information concerning the GOVERNMENT OF BERMUDA which is obtained by DR & A in the performance of the



Darlene Richeson & Associates, LLC

Services to be rendered shall be treated as confidential and shall not be disclosed or made known to any other person without the express consent of the Secretary to the Cabinet

IN WITNESS WHEREOF, the parties have executed this Agreement as a Deed on the date set forth above.



**Darlene Richeson, President  
DARLENE RICHESON & ASSOCIATES, LLC**

**Witness**



**[Cabinet Secretary/ ~~Permanent Secretary~~] For and  
On behalf of the Government of Bermuda**

**Witness**

### **SCOPE OF SERVICES**

- Develop a long term strategic plan on behalf of Bermuda focusing on the U.S. Congress and Administration.
- Develop a plan to ensure that all key Committees are penetrated and educated on issues pertinent to Bermuda's long term future, such as legislation regarding tax laws, in addition to the House Ways and Means Committee.
- Ensure that all legal and ethics laws are followed.
- Make introductions to Members of Congress as specified in the strategic plan.

- Assist Bermuda officials in the building of relationships with key Members of Congress.
- Serve as comprehensive point of contact in the United States to identify resources that may be required to accommodate issues that may arise in Bermuda.
- Ensure that relationships are maintained and that new developments in the country are communicated so that Members have a current understanding of the issues.
- Assist Bermuda officials in the development of consistent messaging documents to be used on visits to Washington.
- Keep abreast of political climate within the U.S. and relate any development that could threaten the vitality of Bermuda.

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